



Newsletter

**University Faculty, Librarian and Professional Union
AFT Local 1474, Berkeley & San Francisco Campuses**

Issue #1 June 1992

Merger of UCB Locals 1474 and 1795 Approved

The vote this Spring 1992, of the membership of the two UC-AFT Locals, Local 1474 (faculty and lecturers) and Local 1795 (librarians) showed a very strong support for the consolidation of the two union locals. The new local, Local 1474, will now follow the model at other UC campuses—the representation of UCB's academic employees (faculty, lecturers, and librarians) through one organization, one elected body. A new constitution and bylaws were approved with this election.

We expect that this merger will eliminate duplicative work now being performed by two sets of officers, save time and money, and result in a more efficient and better organized Local. As a result of having a larger membership base, the Local's officers and representatives should have more power when representing the interests of UCB's academic employees.

Continued on page 2

Lecturers Negotiations Move to Impasse by Mike Rotkin, Chief Negotiator

UC-AFT Unit 18 representing lecturers and other non-Senate faculty is at impasse in its 1992 negotiations with the University of California. Under our contract, the University and the Union are each able to open up to three articles for negotiation each year. This year, the Union opened the articles on Benefits, No-strike, and Waivers and the University opened the article on Duration. In addition to myself, our bargaining team this year includes UC-AFT President, Susan Griffin (UCLA), Marlene Clarke (UCD), Barbara Gable (UCR), Judy Kirscht (UCSB), and UC-AFT Labor Consultant, Ed Purcell.

The Union's initial proposal was to expand benefit coverage to include domestic partners and part-time lectures, to remove demeaning language in the article on no-strike, and to limit our waiver on future bargaining to items already covered in the contract. The University proposed to extend the contract three more years, which is the usual period.

Continued on page 2

MEMBERSHIP MEETING

Wednesday, July 8

12-1:30

**Student Union
Tan Oak Room**

****State Budget Cuts
Bargaining Reports

Librarians Unit Bargaining Interim Report Bill Whitson, UCB Representative

The Librarians Unit Negotiating Team began meeting with representatives of the University on May 15, in Berkeley, and have met twice more, on May 22, in Oakland, and on May 29, in Berkeley. Another session is scheduled for June 23, in Los Angeles. The Negotiating Team consists of Miki Goral (UCLA), our chief negotiator for the last 6 years, Ed Purcell, the University Council-AFT Labor Consultant, Sharon Anderson (UCSD), Bill Whitson (UCB), Sylvia Curtis (UCSB), Dick Vieri (UCR) and Daniel Tsang (UCI).

Bargaining this year has revolved principally around two issues: (1) the incorporation into our contract of benefits provided by the Family Rights Act, passed last year by the California Legislature; and (2) strengthening the protections for librarians facing reassignment.

With regard to the Family Rights Act, the University has already implemented changes in personnel policies for all employees not covered by collective bargaining agreements, effective January 1, 1992. For employees covered by contracts, the changes must be added to the contracts through a process of collective bargaining, so the University has chosen not to extend those benefits to us until the bargaining process is completed. If the provisions of the law are not implemented by contract negotiations, they will become effective automatically for all of us by January 1, 1993.

The Family Rights Act requires that employees be granted up to four months (88 days) of unpaid leave for family illness, for disability associated with pregnancy, or

Continued on page 3

Lecturers - Continued from page 1

Despite a generally positive tone on the part of both sides, the negotiations never really went anywhere. The University rejected domestic partner benefits almost immediately and after several meetings during which they "investigated" the possibility of benefits for part-timers, they had nothing to offer for them -- this latter, despite the Union's offer to consider asking part-timers to pay for being added to the University's benefit program. The University did offer to meet with us more often to answer questions about their benefit program and to add no-lockout language to the contract, but refused to remove insulting language from the article on No-strike.

On the issue of waiver on future bargaining, the University continued to insist on the Union waiving the right to bargain over unknown and unspecified future changes in conditions of employment -- an issue that goes to the heart of our existence as a union. When the Union tried to move discussions off of the starting line by proposing to agree to the University's proposed three year extension, they countered with a new proposal to only extend the contract for one year.

After five meetings and with the tone turning threatening for the first time, the UC-AFT announced our intention to declare the discussions at an impasse. Under state law, this means that future negotiations on the articles opened this year will take place with the help of an outside State mediator. In an interesting twist, the University declared our move to impasse evidence of "bad faith bargaining," and filed an Unfair Labor Practice charge with the Public Employment Relations Board (PERB). PERB, however, ruled that an impasse existed and set a first meeting for May 8, 1992.

At that meeting, the mediator gave up after about an hour and a half, telling us that "the University is unwilling to offer you anything at this point." We are now awaiting the beginning of the fact-finding part of the impasse process in which a three-member panel will recommend what might constitute a fair settlement of this dispute. Their recommendations are not binding on either party. At this point the University is threatening that after this phase is complete, they will simply impose a reduction on benefits on our unit. They have said that they will reduce the employer's contribution to medical insurance premiums for 1993. The UC-AFT negotiating team is preparing a response to this threat. We will keep you informed of new developments.

We are at impasse, more than anything else, because the Union is simply not willing to give the University everything they insist that they "need" in the no-strike and no-waiver articles without some "quid pro quo" in the area of benefits. For too many years now, we have suffered the arrogance of an employer which has never accepted the underlying, fundamental basis of twentieth century labor relations -- mutual respect and willingness to compromise to

achieve mutually acceptable agreements.

To a greater extent than previously, the Union is simply unwilling to accept less than its right to fully represent the interests of its members. In offering a no-cost benefit proposal to the University (in response to the reality of the current budget crisis), and expressing a willingness to move toward the University's concerns in other areas, the UC-AFT has done its best to resolve this year's negotiations. Perhaps a State Mediator can help us in this process.

R-E-S-P-E-C-T: U. don't know what it means to me!

Merger - Continued from page 1

The vote for officers has taken place and the newly elected officers take on their new responsibilities July 1992. The new officers are listed below.

The new Local, however, can only accomplish its goals and better represent you if YOU actively participate. We need your time, expertise, and work especially during the State budgetary crisis. Read this newsletter. We want you at the membership open meeting on June 25th to share your recommendations for future goals and priorities. A survey is attached to this newsletter. Tell us what you need and want. Where are the problems? What are some of the solutions? Can you help us with grievances? What about contributing to what (we hope) is going to be a regular newsletter!

WELCOME TO THE NEW LOCAL 1474!

**University Faculty, Librarian and Professional Union
AFT Local 1474, Berkeley & San Francisco Campuses
Incoming Officers**

| | |
|--------------------------------------|---|
| President | Susana Hinojosa Library |
| Vice-President | Mary Ruth Gross Inst. of Industrial Relations 562-4932 (home) |
| Treasurer | Phil Hoehn Library 236-6911 (home) |
| Secretary | Maureen Katz Joint Medical Program/Health & Medical Sciences University Hall 528-6539 (home) |
| Grievance Representatives | Mary Ruth Gross [lecturers, faculty, researchers] Inst. of Industrial Relations 562-4932 (home) Bill Whitson [librarians] Library 653-6663 (home) |
| Newsletter Editor | Bill Whitson Library |

as "parental leave" in conjunction with the birth or adoption of a child. The University is proposing that we combine the present articles covering Leaves and Special Leaves of Absence, so that all forms of paid and unpaid leaves are in one article, with sections for each type of unpaid leave. They are also proposing either taking away the Special Two-Month Leave (which is unpaid, but includes University payment of benefits, as well as the option to have salary receipts scheduled over 12 months so that one receives a paycheck during the months of unpaid leave), or at least restricting the purposes for which that leave may be taken. They want to prevent anyone from using the Two-Month Leave as a (better) alternative to family illness leave, pregnancy disability leave or parental leave. The contract already provides that one may not take the Two-Month Leave "in conjunction with other leaves without pay," but that apparently is not restrictive enough for the University.

The University is also attempting to introduce "implementing rules" which interpret the Family Rights Act in ways less beneficial to us than the Act itself requires. For example, even though one is entitled to 88 days unpaid leave in any 24-month period, the University wants to deduct any paid S/L or V/L taken for "family leave purposes" from the 88 days you are allowed during any 24-month period. The law doesn't require that the University do this; it is our contention that you are entitled to your earned S/L and V/L, in addition to the 88 days of unpaid family leave. As a matter of principle, we don't want to voluntarily give up anything provided us by law.

The most important point of disagreement is that we are proposing a paid leave of up to six-weeks for normal childbirth. The APM now grants such childbearing leave to all academic employees, except those receiving sick leave. In other words, other academic employees already receive a paid six-week normal childbirth leave, but we are excluded because we have sick leave. In effect, this means that a librarian is expected to accumulate a "dowry" of 240 hours of unused sick leave before she can have a baby. At the rate of 8 hours/month, this would mean 30 months of employment without a single sick day, or medical appointment. It is our contention that people need sick leave to cover potential illness, and separate child-bearing leave for childbirth. We do not consider requiring the use of sick leave for normal childbirth to be a reasonable or fair policy. The University's response to our proposal was to immediately dismiss it out-of-hand, stating that they simply could not consider giving us a new benefit, and in a tone-of-voice which suggested we were being incredibly naive and/or greedily selfish to even suggest that we be given such a benefit when no other University employees have it!

The union also proposed that the Benefits article be amended to include "domestic partners." Again, the University has told us it is simply unwilling to consider it, unless the State enacts domestic partner legislation and provides extra money to fund the extension of benefits.

A second proposed change in the Benefits article is that we would like to drop the clause which allows the University to automatically give us whatever benefits they give other employees, and instead take back our right under law to bargain about any changes in benefits, if we choose to do so. The Lecturers have requested a similar change in their contract.

The other main area of negotiation is the article covering Transfers and Reassignments. With the budget cuts and staffing reductions on many campuses, there is more and more pressure to consolidate units, redeploy staff and increase workloads. In some places (Berkeley being a notable example) librarians have been asked to take on additional responsibilities, in other units, without any clear statement about what is expected, whether the change is permanent or temporary, how it is to be reconsidered if only tentative, what the role or status of the librarian will be in the other unit, and how the newly assigned work will be evaluated in performance reviews. The union is proposing that language be added to the MOU that would require that even part-time "rotations" be recognized as temporary reassignments, that all reassignments (temporary or permanent, voluntary or involuntary) be made in consultation with the librarian affected, that the librarian be given a written description of the new assignment, spelling out the duration if not permanent, and the reporting (and performance review) relationship. We are also proposing that the University publicize reassignment opportunities to other librarians on the campus so that as Library administration is exploring possibilities for redeployment of staff, all librarians who are interested have an opportunity to make their interest known. Finally, we want to insure that adequate provision is made for whatever continuing education and training may be required for a librarian to "come up to speed" in a new area of responsibility.

In the discussions on Reassignment, the University seems generally willing to work out provisions covering the areas of concern, but is very reluctant to agree to wording which might limit administrative discretion in any way.

Bargaining resumes in Los Angeles on June 23.

Epilogue, or Bargaining Update!

At the meeting on June 23, we reached tentative agreement on all three articles. We are content with the wording regarding Reassignments, and the University will agree to let us bargain in the future about any changes in Benefits, but we were forced to give in to the University demands regarding leave (limit of 6 months combined Pregnancy/Disability and Parental leave, rather than the 7 mos. 29 days allowed by law; and deduction of paid (V/L or S/L) leave taken for family leave purposes from the 88 days of (unpaid) family leave allowable over a 2 year period.

We were also forced to drop our demands for paid childbearing leave and for the extension of benefits to domestic partners. The University agreed to continue the Special Two-Month Leave as it currently stands.

In general, the University is unwilling to grant us anything of substance beyond the status quo, or what it gives all other employees. Once it decides on its policies, there is little we can do to make it do otherwise. True collective bargaining requires a more equal power relationship between the two parties. That means WE NEED A STRONGER UNION. If you are not yet a member, JOIN!

Letter & Sciences Ignores Lecturers' MOU, Moves to Restrict Appointments

In blatant disregard for the Unit 18 Memorandum of Understanding, the Provost & Dean of the College of Letters & Sciences, together with the five Deans of the College, issued a statement on June 11 outlining policies that "will govern Unit 18 appointments effective July 1, 1992" in order to cope with expected unfavorable budgetary circumstances.

The policy states that all new three-year appointments will be made at the minimum percentage of time (one course/year), while allowing for the protection of health benefits by increasing those who would otherwise have been receiving them to 50% time. One-year appointees would have health benefits protected in the same manner. One-year appointees who would not have been eligible for health benefits would be appointed only for the fall semester. No spring 93 appointments would be authorized at this time.

The University has a legal obligation to bargain with University Council-AFT before enacting any such changes in policy. University Council-AFT has responded to this memo and is ready to take appropriate legal action to prevent its unilateral implementation.

Local 1795 Reaches 25th Anniversary

At the very moment we concluded the merger of our two campus locals, leading to the dissolution of the University Federation of Librarians, AFT Local 1795, we received from AFT President Albert Shanker a handsome letter of congratulations on the 25th anniversary of the Local 1795 charter!

Early Retirement Program Proposals

The union has just received a summary of the general proposals being considered for a 2d voluntary early retirement incentive program named "Take 5," which may be offered in 1992-93 to members of UC Retirement Plan.

It would include the addition of five years of service credit and a one-time transition assistance payment based on the employee's January 1992 compensation multiplied by three.

Eligibility:

- Active UCRP member throughout 1992 until retirement
 - At least age 50 on early retirement date
 - At least 5 years of UCRP service credit on separation date (incl. PERS credit while UC employee and UCRP credit bought back)
 - Employed at any UC location except DOE Labs
 - For all employees except qualified Senate faculty:
- Age plus years of service credit must total at least 65 on December 31, 1992.

1991 Merits/Promotions To Be Funded

NEWS FLASH! The University plans to begin paying all academic employees who received merit increases and promotions in 1991 at the new rate beginning July 1, 1992. The increase will be reflected in the August 1 paychecks. There will be no retroactive payment, for the year of lost pay. Apparently the actions described in the article below have been persuasive!

Merit/Promotion Freezes

A group of Senate Faculty members on the Berkeley campus (The Ad Hoc Committee on Equity and Faculty Pay Policy) has organized to protest the cut last year of funds for merit increases and promotions. Together with the University Welfare Committee of the Academic Senate, they held a meeting at which the faculty present unanimously passed a set of 7 resolutions. These were sent to Chancellor Tien, and he met with representatives of the Committee on June 10. Susana Hinojosa, President of AFT Local 1795(Librarians) and incoming President of the new combined Local 1474, was invited to participate in the meeting.

The cuts affect librarians and lecturers as well as Senate faculty. University Council-AFT strongly protested the cuts last fall, and initiated two grievances at Davis under the Lecturers contract, charging that withholding merit pay is a breach of contract in regard to "improper disciplinary action." The Faculty Association at UCSC (the only organization representing Senate Faculty on any campus) has also challenged the cuts, arguing that the University had a legal obligation to bargain with them about the cuts before imposing them on Senate Faculty at UCSC.

The UCB faculty group stresses that these particular cuts are inequitable in that they apply only to those few academic employees who were judged meritorious through the review process. They argue that if cuts are to be made, they should apply equally to all groups in the University community, including administration. They also cite the unfairness to older employees who may retire in the next several years, since retirement compensation is calculated on the basis of the highest 3 years of salary actually paid.

The resolutions call for the University to pay all faculty at the published rates for the rank and step to which they have been appointed or promoted; that the University adopt a plan (with timetable) to fully compensate those not paid last year; that this apply to grant-funded salaries; that retirement benefits for those affected be calculated on the basis of the published rates rather than those actually paid; that a joint faculty-administration committee be appointed to advise the Regents on faculty salaries; that a faculty committee be appointed to review administrative salaries; and that the UC Academic Council rescind its endorsement of the concept of deferred merit/promotion increases.

For further information about the UCB AdHoc Committee, contact John Anderson (Entomology) or Jack Citrin (Political Science).

Feedback

The Berkeley/SF local has just begun a new life, with the consolidation of Locals 1795 (Librarians) and 1474 (Faculty, Lecturers, Researchers). We have a new Executive Committee but we need your ideas, support and participation! The problems we face are more challenging than ever!

Please fill out this questionnaire, detach page and return it to Susana Hinojosa, 6043 Harwood Ave., Oakland, CA 94618

Name: _____ Campus Dept. _____ Phone: _____
 Identification: _____ Faculty _____ Lecturer _____ Librarian _____ Other _____

1. What are your personal concerns? (Use * or ** to indicate most important ones)

- _____ Salaries
- _____ Benefits (which?) _____
- _____ Job security/contract renewal (lecturers)
 - _____ 1-yr contract
 - _____ 3-yr contract
- _____ Unfair or discriminatory treatment
- _____ Working environment (office/classrooms/equipment/safety issues)
- _____ Increasing workloads
- _____ Other (specify:)

2. Do you want the union to address educational, University and/or campus issues?

_____ Yes _____ No

If so, which ones?

- _____ Regental selection & authority
- _____ UC administrative salaries/remuneration
- _____ Student fee increases
- _____ UC or campus budget priorities
- _____ Enrollment reductions
- _____ Declining library resources & services
- _____ Other (specify:)

3. Would you be willing to help out with some of the work of the Local?

_____ Yes _____ Depends (call me) _____ No

If so, what kinds of work would interest you?

- _____ Executive Committee (policy, planning, governance)
- _____ Grievances
- _____ Communication (newsletter, publicity)
- _____ Lobbying/Advocacy for educational/campus issues
- _____ Collective bargaining
- _____ Membership
- _____ Liaison with other labor organizations
- _____ Other (Specify:)